

Solicitation Number: 05-0002-06
Contract Support Services for the Office of Naval Research
for Code 025: Contracts and Grants Division

The statement of work, order information, proposal submission requirements, and evaluation information are set forth below. Proposals from holders of ONR Multiple Award Contracts (MATOC) for support services under CLIN 0002 – Business and Financial Support Services are due by 2:00 PM (local time) on Wednesday, 2 March 2005.

1.0 BACKGROUND

The Office of Naval Research (ONR) is responsible for the management of scientific and technological (S&T) development focusing on improvements in U.S. Navy and Marine Corps operations. ONR carries out its research and development projects through contracts and grants with universities, industry, and non-profit organizations. The ONR Director for Contract and Grant Awards is responsible for the placement and management of all contracts, grants, cooperative agreements, and other transactions for research, supplies and services for the Office of Naval Research, its field activities, and other offices and agencies as designated.

The purpose of this solicitation is to acquire contractor support to assist in the execution of mission functions in the areas of contract award. Proposed personnel should be skilled in the performance of these functions in the Department of Defense (DoD) environment (preferably Navy).

2.0 STATEMENT OF WORK

2.1 Requirements

Contractor personnel will be responsible for performing the pre-award functions involving Research and Development (R&D) business arrangements of significance to ONR and Department of Defense (DoD). The type of procurement actions generally handled by the contractor include those involving cost analysis of basic and complex cost proposals, standard R&D terms and requirements, and contractors involved in various small business programs. The contractor may process actions that include those of high dollar value, complex pricing schemes, short-term or emergency driven lead-times, and actions requiring the development of new or specialized terms and conditions.

The contractor will be responsible for assistance in determining whether or not the proper instrument (grant, contract, cooperative agreement or other transaction) for meeting program objectives has been proposed and recommending to the contracting officer changes where necessary. The contractor's understanding of both procurements and assistance statutes and regulations is necessary for the timely and effective processing of assigned actions.

The contractor is responsible for preparation of all pre-award documents including any required Determination & Findings (D&Fs), Acquisition Plans (APs), Justification & Approvals (J&As) for the use of non-competitive procedures, business clearance memorandums, and deviation requests. The contractor is responsible for making presentations and defending business decisions before appropriate ONR officials to obtain all required approvals.

The contractor personally prepares for all assigned negotiations drawing upon facts and circumstances surrounding the proposed action and seeking advice when necessary. This may occasionally involve cost/price analysis of complex and/or large dollar value procurements, analysis of subcontractor efforts and working with offerors with little or no experience with Government approved cost accounting practices. The contractor is expected to prepare a thorough and detailed cost/price analysis in order to establish a sound pre-

negotiation position. The contractor is responsible for preparing complete and accurate documentation to support all actions taken.

It is the contractor's responsibility to coordinate, plan, and seek out advice and/or the participation of other negotiation team members (technical, legal and patent counsel, audit and field representative) where necessary to complete assigned work. Where there is conflicting advice, the contractor is responsible for distilling this input into a business case with recommendations for resolution during negotiations. It is the contractor's responsibility to negotiate the final product within the approved framework and to justify the results when seeking final approval.

The contractor/grant workforce relies heavily on automation to meet the workload demands of the office. ONR does not currently use the Standard Procurement System to process contract awards; however, this automation tool may be used in the future. ONR has a unique self-developed system that supports the processing of grants actions. As a result of grant automation, approximately 85% of the contract/grant workforce is devoted to the processing of contract awards (about 3,700 total annual transactions – new and modifications).

The procurement technician will be required to prepare contract modifications and delivery orders using standard document templates.

Contractor personnel will not be permitted to perform any support functions that constitute inherently government functions. The ultimate decision authority for all government procurement and assistance agreements actions remains the government contracting official.

2.2 Deliverables

The contractor shall provide the following deliverables to the Program Officer:

- * Monthly man-power and expenditure report(s) by labor category
- * Annual man-power and expenditure report(s)

3.0 PERSONNEL REQUIREMENTS

3.1 Personnel Qualifications

The contractor shall provide dedicated, full-time qualified personnel to manage and execute all aspects of the Statement of Work. The following skill sets are anticipated to support the tasks.

- 3.1.1 All personnel must be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Word, Excel and PowerPoint.
- 3.1.2 *Senior Level Contracts Personnel with significant experience (GS-1102-13/14 equivalent):* At least a Bachelors Degree with a business concentration from an accredited college or university and six (6) years of experience in contracting. The candidate should have documented experience in and working knowledge of government/defense programs. The candidate should have excellent writing skills and be able to communicate orally and in writing. The candidate should be familiar with Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) based procurements.
- 3.1.3 *Journeyman Level Contracts Personnel (GS-1102-12/13 equivalent):* At least a Bachelors Degree with a business concentration from an accredited college

or university and four (4) years of relevant experience. The candidate should have documented experience in and working knowledge of government/defense programs. The candidate should have excellent writing skills and be able to communicate orally and in writing. The candidate should be familiar with FAR and DFARS based procurements.

- 3.1.4 *Procurement Technician (GS 5-7 equivalent):* At least an Associates Degree with a business concentration from an accredited college or university or three (3) years of relevant experience. The candidate should have documented experience in and working knowledge of government/defense programs. The candidate should be able to communicate orally and in writing. The candidate should be familiar with FAR and DFARS based procurements.

3.2 Level of Effort

3.2.1 The level of effort has been estimated for the proposed contract. A one-year base period and four one-year option periods have been defined.

3.2.2 Base Period: The base period of performance will be from on or about 1 April 2005 through 12 months thereafter. The level of effort anticipated for this period is approximately 10 man-years at an average rate of approximately 1,650 hours per month. A summary of the labor categories and the total anticipated annual hours for this effort is provided below.

Category	GS Equivalent	Man Year Equivalent *
Senior Level Contracts Personnel with significant experience	GS-1102-13/14	3 man-years
Journeyman level Contracts Personnel	GS-1102-12/13	6 man-years
Procurement Technician	GS-5/7	1 man-year

NOTE: Usually 2,000 hours is equivalent to one (1) man-year

3.2.3 Each Subsequent Option Year: The period of performance for each one-year option will commence the day following the previous period through twelve months thereafter. The level of effort anticipated for each option is approximately 10 man-years at an average rate of approximately 1,650 hours per month.

3.2.4 The above labor categories and hours are provided as the Government's best estimate of the work to be performed. The offeror may propose the same level of effort (hours and labor categories) or a different level of effort based on its own labor classification system and unique approach to satisfy the Government's requirement. While the Government will consider an alternate level of effort, it is the Government's preference to maximize the estimated labor hours devoted to the direct performance of the technical tasks. To the extent that the level of effort proposed is different from the Government's estimate, the offeror's technical proposal should clearly specify the hours and labor categories proposed for each task in the statement of work.

3.3 Key Personnel

All proposed personnel are considered key personnel. As such, any change in personnel will be subject to prior Government approval. A clause to this effect will be added to the Order.

3.4 Work Schedule

- 3.4.1 Holidays/Leave/Closings - The proposed personnel will not work on the following ten Federal Holidays: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the Government declares another day as a holiday, that situation will be handled similarly. In the event the Government is closed for any other purposes (e.g., inclement weather) the proposed personnel may be allowed to work provided permission is granted by the contractor and the Government's site manager. If proposed personnel will be absent of the office for other reasons (e.g., sick, vacation), these absences must be coordinated with the Government's on-site manager prior to their occurrence, to the extent practicable. The Government cannot be charged (as a direct charge) for any time in which personnel are not on-site and working, *unless the procedures for a Government closure have been followed.*
- 3.4.2 Work Schedule - Individual contractor support employees can chose to work one of the following schedules, as long as it is mutually agreed upon by all parties:
- (a) Regular Schedule – The contractor may work 8 hours per day, 40 hours per week, Monday through Friday.
 - (b) Compressed Work Day Schedule (also known as 5-4-9) – During a two-week pay period of 80 hours, the contractor will work 8 nine-hour days, 1 eight-hour day, and take one week day off. The day off can either be the first or second Monday of the pay period – or - the first or second Friday of the pay period. The day off shall not fall in the same week as the eight-hour day.
- 3.4.3 Work Hours – The contractor personnel must have a work schedule with established arrival and departure times approved by the contractor and the Government's site manager. Regularly scheduled arrival times may not begin before 0630 or after 0900. Regularly scheduled departure times may not be before 1500 or after 1800.

4.0 ORDER DETAILS

4.1 Contract Type

The Navy anticipates awarding a cost-plus-fixed-fee level of effort task order with separate contract line items for the labor and travel/other direct costs.

4.2 Period of Performance

The base period of performance shall be for one year beginning on or about, 1 April 2005 through twelve months thereafter. The period of performance for each option period shall commence the day following the previous period through twelve months thereafter.

Note: Regulations prohibit a service contract from exceeding a total of five years.

4.3 Other Direct Costs (ODCs)

ODCs (including travel, supplies, etc) will be reimbursed at cost plus G&A without profit or fee. Purchases of items (other than consumables materials or supplies) exceeding \$500 and all travel costs must be approved in advance by the Contracting Officer's Representative (COR). The Government estimate for ODCs is not to exceed (NTE) \$1,500 per year (including G&A).

- 4.3.1 Travel and Per Diem – Occasionally, travel may be required to support the Statement of Work. In accordance with the contract requirements, direct costs associated with the Contractor's travel, including per diem, shall not exceed the applicable rates found in the Federal Travel Regulations (FTR). All travel arrangements are under the contractor's responsibility to include: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor. The Government estimate for travel and per diem is \$1,400.
- 4.3.2 Other Direct Costs (Other than Travel & Per Diem) – ODCs may be required to fully support this task requirement. At this time, the specific items cannot be identified; however the ODC and Travel costs total cannot exceed the NTE amount stated in Section 4.3.

4.4 Increase in Level of Effort

The order will contain provisions for the addition of up to 10 additional man-years of effort per year if workload requirements justify such an increase. Any request to increase the annual estimate under this provision will require submission of resumes for the additional personnel and negotiation of a price for the increased effort. At the time of the request to exercise this provision, the Contractor will be notified of the Government's best estimate of the additional labor categories and hours required and whether or not these additions will apply to any future optional work. The Government is not required to use this provision and may at its sole discretion determine that issuance of a new solicitation is in its best interest.

4.5 Place of Performance

Work will be performed onsite at Headquarters, Office of Naval Research, 800 North Quincy Street, Arlington, VA 22217.

4.6 Government Furnished Resources (GFR)

The Government will provide information, material and forms unique to the Government for supporting the task. The Government furnished resources necessary to perform the Statement of Work should be identified and requested through the designated Contracting Officer's Representative (COR).

- 4.6.1 Facilities, Supplies and Services – Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, and utilities) will be provided while working in Government facilities. The availability of any required computer resources while working in Government facilities should be verified in advance with the designated Contracting Officer's Representative.
- 4.6.2 Information – All Government unique information related to this requirement necessary for contractor performance will be made available to the contractor. The Contracting Officer's Representative (COR) will be the point of contact for identification of any required information to be supplied by the government.
- 4.6.3 Documentation – All existing documentation relevant to this task's accomplishment will be made available to the contractor at the beginning of the task. The contractor will be required to prepare documentation in accordance with defined guidelines provided by the government.
- 4.6.4 Equipment – With the exception to the basic facility items noted in Subsection 4.6.1 and in accordance with the general guidance in FAR Part 45.102, contractors are required to furnish all property proposed as a direct charge under this solicitation. PCs should not be proposed as a direct charge under

this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR.

Contractors may be required to obtain one or more Navy Marine Corps Intranet (NCMI) seats to perform the Task Order Statement of Work. ONR currently plans to transition to NMCI on or about 1 October 2005. During the performance of the Order, if either party (Government or Contractor) identifies a requirement for the contractor to obtain a NMCI seat to perform its duties, ONR officials will work with the contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or change to the scope, structure or dollar value of the Order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at <http://www.nmci-eds.com/index.asp>.

4.7 Subcontracts/Consultants

The contractor may request or propose, on a case-by-case basis, subcontract/consultant support for specific technical tasks.

4.8 Security Requirements

- 4.8.1 Clearance Requirements – No classified information or requirements are anticipated. Contractor support personnel are required to safeguard the information labeled as proprietary.
- 4.8.2 Special Personnel Clearance Requirements – All contractor support personnel must currently possess a SECRET clearance.
- 4.8.3 Nondisclosure Agreement – In the course of the work, the selected contractor support personnel will be required to execute Nondisclosure Agreements (NDAs) as outline in Section 5.2.1 of this Solicitation.

4.9 Organizational Conflict of Interest

- 4.9.1 The parties acknowledge that, during performance of this contract resulting from this Order Solicitation, the contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets. The contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the government. The contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the government received such information and shall stress that the information shall not be disclosed to any other party or to contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.
- 4.9.2 The contractor agrees that, during the performance of the contract resulting from this Order solicitation and for a period of two (2) years after the completion of its performance of the contract, the contractor, any affiliates of

the contractor, any joint venture involving the contractor, any entity into or with which the contractor may merge or affiliate, or any other successor or assign the contractor may not be eligible to participate as a prime contractor, subcontractor, consultant, joint venture, partner, or participant in any government contracts, grants, partnerships, programs, or other agreements under the Office of Naval Research (ONR) research programs.

5.0 PROPOSAL REQUIREMENTS

5.1 Proposal Format:

The Offeror's proposal must be divided into two sections: (1) Technical Proposal and (2) Cost Proposal. The length of the technical proposal shall not exceed ten (10) pages, exclusive of resumes. The contractor shall provide the resumes for all proposed personnel. The Contractor may propose backup personnel. The Offeror is to provide at least a minimum of ten (10) resumes and no more than twenty (20) resumes. There are no page limits on the number of pages in the cost proposal.

- 5.1.1 Technical Proposal – The technical proposal should include the following: the offeror's understanding of and approach to the requirement; resumes of the proposed personnel; and the amount of proposed hours for personnel. For any personnel not currently employed by the Offeror, a letter of intent to hire/commitment should be included. The Offeror should describe specifically how the work activities required to complete the tasks in the Statement of Work will be done. The offeror should explain how technical objectives, task and deadlines will be determined; how staff responsibilities will be assigned; whether and to what degree consultants and/or subcontractors will be utilized; how the quality and timeliness of work performance will be supervised and controlled; how the offeror will coordinate with the contracting office; how a surge capability will be maintained to meet unanticipated requirements; and how administrative tasks such as travel, security and resource requests will be handled.

The offeror should include information relative to previous efforts for the same or similar services provided in the past to include contract numbers and Government points of contact where applicable.

- 5.1.2 Cost Proposal – The contractor should submit a cost proposal indicating the price per hour (to include cost and profit) for the quantities and types of labor proposed. The contractor should break out the proposed direct labor categories, rates, and hours, labor escalation rates, indirect rates (fringe, overhead, G&A, Facilities Cost of Money, etc), any consultants/subcontracts, and the indirect rate, if any to be applied to travel/ODCs.

If available and applicable, the contractor should also provide in its cost proposal its Defense Contract Audit Agency (DCAA) Point of Contact, including the Branch Office name, auditor name, phone number and email address.

5.2 Other Required Documents

Offerors should be aware that, upon receiving an award, the following additional documentation will be required.

- 5.2.1 Non-Disclosure Agreement – Each employee of the successful Offeror will be required to sign a Non-Disclosure Agreement (NDA) prior to commencing work under this Order. The supervisor/manager of the proposed personnel will also be required to sign the NDA on behalf of the contractor. Attachment A to this solicitation includes the current NDA that should be used, unless otherwise instructed by the Government.

5.3 Proposal Submission

The due date for submission of proposals for this solicitation is 2:00 PM (local time) on Wednesday, 2 March 2005. Proposals must be delivered to the person designed below in one of the following formats before the above deadline.

- (a) Uploaded electronically via the "Upload Proposals" hyperlink, which is under the hyperlink for this solicitation on ONR's MATOC website (Note: this site restricts the formats of uploaded documents to those in MS Word, MS Excel, or pdf), or
- (b) Sent by regular mail or hand delivered to Room 720 at the address below. The contractor shall provide the original and two copies to arrive by the deadline at the following address:

Office of Naval Research
Attention: Ellen Simonoff
800 North Quincy Street, Code 252 (Room 720)
Arlington VA, 22217-5660
Ref: 05-0002-06

Note: Late proposals will **NOT** be considered. Be sure to allow adequate time for proper delivery.

5.4 Oral Presentations

There will be no oral presentations.

6.0 EVALUATION INFORMATION

6.1 Evaluation Criteria

A task order will be awarded to the responsible offeror whose offer represents the best value to the Government. Best value is the outcome of any acquisition that ensure the Government meets the customer's needs in the most effective, economical and timely manner. In order to determine which offeror represents the best overall value, offerors for individual task orders will be evaluated on the following Technical and Price/Cost & Other Factors:

Technical Factors

- (1) Proposed Personnel – Knowledge of the statutes/regulations/policies governing the work efforts and experience of the proposed personnel in performing similar efforts in a DoD/Navy Environment.
- (2) Management Plan and Technical Approach – Plan for acquiring and retaining a highly qualified staff capable of performing the work efforts and plan for

interaction with the customer to ensure that personnel are performing quality work in a timely manner.

- (3) Past Performance – Contractor's record of performing similar work to meet performance, cost and schedule requirements with minimal turnover/disruption of service.

Cost/Price & Other Factors

- (4) Cost – The reasonableness of the proposed costs for the personnel and work to be performed.
- (5) Commitment to Small Business – The Offeror must have an acceptable subcontracting plan which shall be incorporated into the basic contract as an attachment.

The Government will make a determination of the overall value of each proposal in terms of its potential to best satisfy the needs of the Government, considering both Technical and Cost/Price & Other Factors.

The Offeror's technical capability (as measured by the Technical Factors) is equally weighted with the Price/Cost and Other Factors. In regards to the stated Technical Factors, Technical Factor 1 is of the greatest weight; Technical Factors 2 through 3 are equally weighted. Within the Price/Cost & Other Factors, Factors (4) and (5) are equally weighted.

ONR will not select an Offeror for award on the basis of a relatively superior technical merit without concern for the amount of its cost or price. The relative impact that technical merit and cost or price will have on the source selection decision will depend, in part, on the marginal differences among the competing Offerors.

In evaluating past performance on individual orders, the procedural requirements in FAR 42.15 are not mandatory. Past performance will be based on the Government's subjective evaluation of the Contractor's performance with previous orders, if any, under this contract and similar contracts.

6.2 Award

The Government will award a task order to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the government, cost and other factors considered. The anticipated award date is on or before 31 March 2005. The anticipated start date for this order is 1 April 2005.

7.0 SUBMISSION OF QUESTIONS

Any questions regarding to this solicitation must be provided in writing to the Point of Contact listed below. Acceptable modes for written question submission include fax and email. Questions submitted less than 72 hours prior to the closing may not be answered, and the due date for submission of proposals may not be extended. Oral questions will not be answered.

8.0 SOLICITATION AMENDMENTS

Any amendments to this solicitation will be posted along with the solicitation on the ONR website. An email notice will be sent to all potential offerors at the time the amendment is posted. It is the Offeror's responsibility to regularly check for e-mail notices and the posting of the solicitation/amendments.

9.0 POINT OF CONTACT

The Point of Contact for this solicitation is listed below:

Ms. Ellen Simonoff, Senior Contracting Officer
Email – simonoe@onr.navy.mil
Fax: (703) 696-0993
Phone: (703) 696-0157

Attachment A:
Non-Disclosure Agreement Regarding Contractor Support
for the Office of Naval Research

The undersigned individual, _____, agrees,
both in his personal capacity and as an employee of _____
as follows:

BACKGROUND

1. The mission of the Office of Naval Research is to plan, foster, and encourage scientific research and technology development in recognition of their paramount importance in the maintenance of future naval power and the preservation of national security. ONR provides for the continuing technological superiority of U.S. naval forces, by providing the Department of the Navy (DoN) with mission-relevant, affordable new capabilities that create and exploit scientific breakthroughs, respond to fleet requirements, and support strategic U.S. industries. ONR requires contractor technical services and research support in order to meet these requirements. The services/support that may be provided to ONR by contractor personnel include but are not limited to the following:
 - i. Assist ONR personnel in overall technical program management support on matters and issues consistent with ONR sponsored development projects, including assisting in the evaluation of white papers, proposals, program/project planning, investment reviews, technology assessments, data analyses, conference and seminar activities, and financial issues.
 - ii. Provide support in the financial execution of ONR programs. Monitor availability and use of funds. Review financial documents and plans for impact on program objectives and requirements. Prepare internal financial notices, instructions, guidelines and reports. Conduct analyses and provide reports that identify, quantify and evaluate financial execution of accounts and accomplishment of program goals and milestones. Coordinate preparation and review of actual and projected funding estimates, justifications and strategies. Identify deficiencies, excesses, trends and imbalances to assure funds availability. Work with program personnel to expedite financial execution and ensure programmatic benchmarks are met.
 - iii. Draft analyses, presentations, notes, assessments, testimonies, speeches, and other materials on various technical/management topics, as requested, for use by ONR personnel with other internal ONR departments and externally with the Navy staff, Department of Defense, other federal and state agencies and the U.S. Congress.
 - iv. Provide assistance in the areas of information technology to include database design and maintenance, software development, graphics and reproduction, and other allowable materials and services.
 - v. Provide administrative and management support in the execution of ONR programs to include the preparation of official documents and files for execution by Government employees.
 - vi. Provide support on technical, programmatic and operational matters pertaining to the diverse array of technologies investigated and supported by ONR.

2. The undersigned individual is serving as contractor support for ONR. As such, he has and will continue to come into contact with proprietary technical and commercial information. He likewise will have access to sensitive internal information developed by or on behalf of the Government in connection with the accomplishment of ONR's mission.

AGREEMENT

1. The undersigned individual agrees that he will not disclose to any individual, company, or Government Representative¹ any information² relating to current or proposed Navy budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The undersigned individual agrees that he will promptly notify the ONR Office of Counsel of any attempt by an individual (including any contractor personnel), company or Government Representative to gain unauthorized access to such information, and of any disclosure of such information to unauthorized parties. Such notification shall include the name and organization, if available, of the individual, company or Government Representative seeking access to such information.
2. The undersigned and his employer acknowledge that the owner of any proprietary information improperly disclosed stands as an intended third-party beneficiary of this non-disclosure agreement. In the event of an unauthorized disclosure of proprietary information, the owner of the information may seek legal recovery under this non-disclosure agreement, even though the information owner is not a formal party to the agreement.

FOR THESE REASONS the undersigned individual agrees on his own behalf, and his employer likewise concurs, to protect, respect and not disclose the proprietary information and Government mission- and procurement-sensitive information that may come to their attention as part of the contract assistance provided to ONR.

Employee Signature _____

Printed Name _____

Date _____

Concurrence by the employer:

Supervisor/Manager Signature _____

Printed Name _____

Date _____

¹ Government Representative is defined as any Government employee, either military or civilian, not assigned to the activity or program office for which the effort is being performed.

² This information includes, but is not limited to, contractor proposals, proprietary data and commercial information, reports and other information in the Government's possession, including information contained in contracts/grants/agreements and associated records and files